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Tx:4090516

823400

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
11/07/2016 1:30 PM

REC FEE: 30.00
PAGES: 4
FEE EXEMPT: 2R

HIGHWAY EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
lpa1565 08/2011 (Replaces LPA3053)

THIS EASEMENT, made by **Wisconsin Central Ltd.**, GRANTOR, conveys an easement, as described below, for highway purposes to the **City of Stevens Point**, a **Wisconsin municipal corporation**, GRANTEE, for the sum of **Twenty-two Thousand, Six Hundred** dollars (\$22,600.).

Any person named in this easement may make an appeal from the amount of compensation within six months after the date of recording of this easement as set forth in s.32.05(2a) Wisconsin statutes. For the purpose of any such appeal, the amount of compensation stated on the easement shall be treated as the award, and the date the easement is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**.

This is not homestead property.

Legal description:

A Highway Easement is an easement for highway purposes, as long as so used, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable.

Said easement includes that land of the owner in the Northwest 1/4 of the Northwest 1/4 of Section 2, and the Northeast 1/4 of the Northeast 1/4 of Section 3, T23N, R8E and the Southwest 1/4 of the Southwest 1/4 of Section 35, T24N, R8E, City of Stevens Point, Portage County, Wisconsin, contained within the following description:

Commencing at a Harrison monument at the southwest corner of Section 35, T24N, R8E; Thence N89°18'59"E, 60.01 feet along the south line of said Section 35 to the point of beginning;
Thence N00°13'58" E, 71.17 feet to the north right of way line of the Wisconsin Central Ltd.; Thence S89°00'27" E, 209.08 feet along said north line;
Thence S02°12'36" E, 100.16 feet to the south right of way line of the Wisconsin Central Ltd.; Thence N89°00'27" W, 213.35 feet along said south line
Thence N00°13'58" E, 28.84 feet to the south line of said Section 35 and the point of beginning.

Said Highway Easement parcel contains 0.485 acres of land, more or less to be used for highway purposes.

And, a Temporary Limited Easement for grading slopes, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil. This easement is to terminate upon completion of the construction of this project.

Said easement includes that land of the owner in the Northwest 1/4 of the Northwest 1/4 of Section 2, T23N, R8E and the Southwest 1/4 of the Southwest 1/4 of Section 35, T24N, R8E, City of Stevens Point, Portage County, Wisconsin, contained within the following description:

Commencing at a Harrison monument at the southwest corner of Section 35, T24N, R8E; Thence N89°18'59"E, 271.87 feet along the south line of said Section 35 to the point of beginning;
Thence N02°12'36"W, 65.07 feet to the north right of way line of the Wisconsin Central Ltd.; Thence S89°00'27"E, 20.03 feet along said north line;
Thence S02°12'36"E, 70.11 feet; Thence S86°06'34"E, 296.68 feet;

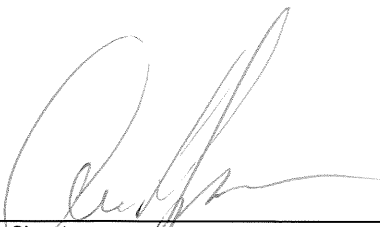
This space is reserved for recording data

Return to
Peter Bradley
RHS
PO Box 7914
Room 701
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number
None assigned by Portage County.

Thence S02°12'36"E, 15.02 feet to the south right of way line of the Wisconsin Central Ltd.; Thence N89°00'27"W, 315.49 feet along said south line;
Thence N02°12'36"W, 35.09 feet to the south line of Section 35 and the point of beginning.

Said Temporary Limited Easement parcel contains 0.199 acres of land, more or less.



Signature
10-31-2016

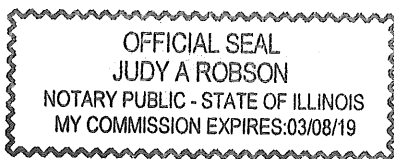
Date
Arthur L. Spiros

Print Name


Signature

Date

Print Name



October 31, 2016

Date
State of Illinois)
Cook) ss.
County)
On the above date, this instrument was acknowledged before me by the
named person(s).


Signature, Notary Public, State of Illinois
Judy A. Robson

Print Name, Notary Public, State of Illinois
3/8/2019

Date Commission Expires

EXHIBIT A - page 1 of 2

TERMS AND CONDITIONS

1. The easement (a) is restricted to use solely for a public highway crossing and (b) is subject to any and all easements and rights-of-way whether or not of record.
2. Grantee will not make any special assessments against Grantor for sidewalks, curbs, gutters, roadways, paving, or similar improvements, snow or vegetation removal, or for water, sewers or utilities, now or hereafter installed in connection with the easement. By specifying a list of items for which Grantee may not assess Grantor, Grantor makes no admission or concession that construction of these items are allowable under the easement.
3. Except as provided for in § 86.13 of the Wisconsin Statutes, or relevant provisions of a separate agreement or stipulation between Grantor and Grantee related to the easement, Grantee shall be responsible for all costs of installation, repair, and renewal of its facilities on the easement.
4. The easement shall terminate at such time as the Parcel shall no longer be used for, or is incapable of being used for, the purpose for which the easement was granted.
5. Grantor shall notify Grantee if any facility at the crossing causes a continuing hazard to railroad operations. If the hazard is caused by the Grantee and is not allowable under the grant of easement or the law, then Grantee, at Grantee's sole cost, shall make such repairs or changes in the facility as Grantor's chief engineer shall reasonably deem necessary, unless applicable law directs that such changes or repairs are the responsibility of the Grantor.
6. Pursuant to section 86.16, of the Wisconsin Statutes, Grantee may consent to allow placement or may be required to allow placement of utility lines in connection with this easement, but Grantor reserves all rights it may have to assert the preemptive effect of federal over state law. Notwithstanding the previous sentence, Grantee shall do nothing to restrict the use of the Parcel for railroad purposes.
7. Grantor does not warrant title to the Parcel.

